

vs.

Respondent.

SHAC No. H-2-15-013
HUD No. 04-15-0970-8

This compromise Conciliation Agreement is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] (hereinafter "Complainant"), versus Christine Franzone Director of Property Management, Kathi DeWitt, President, United Management Services, et al (Hallmark at Truesdell) (hereinafter "Respondents").

WHEREAS, a verified complaint was filed on June 25, 2015 by Complainant against Respondent alleging a violation of the South Carolina Fair Housing Law and dual-filed with the United States Department of Housing and Urban Development (HUD) under the Federal Fair Housing Act, as amended,

I. **CASE SYNOPSIS**

I. CASE SYNOPSIS

The Complainant resided at the Respondents property located at Hallmark at Truesdell apartments [REDACTED] The subject property is a multifamily complex. The Complainant alleges that she was humiliated by the Respondent, Christine Franzone, who continually threatened to evict her and posted eviction papers on her door. The Complainant alleges that she was unable to enjoy her housing because Christine Franzone insisted on continuing with the eviction process over incorrect accusations about her not paying rent and prorated rent amount. The Complainant alleges that she provided receipts and court dispositions to prove that she did not owe rent on several occasions from July 17, 2014 through June 21, 2015. The Complainant alleges that she was harassed on January 13, 2015 when maintenance entered her apartment unannounced stating that corporate told the landlord she had moved out because she could not pay the rent. The Complainant alleges that she had to provide receipts and court papers to maintenance during this incident. The Complainant alleges that Respondent Christine Franzone lied in court that she spoke to her concerning her lease and that the program she was on was about to be up. The Complainant alleges that she was not on a program and does not know what the Respondent was talking about. The Complainant alleges that she has documentation to prove that she does not owe the Respondent the \$90 that she was evicted for owing. The complainant contends that the reasons the respondent gave for her eviction were

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pretexts. The complainant alleges that she is aware of another African American that the Respondent tried to evict in a similar manner. The Complainant alleges that she is aware of a white tenant who was late with her rent but has not been evicted. The Complainant alleges that she was in the office when the white tenant who owed \$4000 was there with two \$2000 checks to pay rent.

Respondent denies having discriminated against Complainant, but agrees to settle the claims in the underlying action by entering into this Conciliation Agreement.

WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the aforementioned dispute, and reach a full, equitable and final settlement of all matters arising out of the aforementioned complaint.

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

II. GENERAL PROVISIONS

- A. The terms set forth herein are contractual and not merely a recital.
- B. The parties acknowledge that this Agreement is a full settlement of the disputed complaint. The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this compromise Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- C. This conciliation agreement fully and completely resolves all issues arising out of SHAC Case #H-2-15-013/HUD Case #04-15-0970-8 through the effective date of this agreement. The Commission and the Charging Party will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events which led to the filing of the charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC) is binding upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of Hallmark at Truesdell.
- E. It is understood that, pursuant to Section 31-21-120 (D) of the South Carolina Code of Laws Fair Housing Law, upon approval of this Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that the Complainant(s) and Respondent(s) have complied with the terms of the Agreement.

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondent, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agrees to continue to take such affirmative action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of their occurrence in the future, including, but not limited to the following:

- A. Respondent agrees to comply with all Federal and State Housing Laws.
- B. Respondent agrees to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondent agrees to allow any qualified person the right to purchase, rent, or occupy a dwelling regardless of race, color, religion, sex, handicap, familial status, or national origin.

IV. RELIEF FOR COMPLAINANT

- A. Based on a third party Agreement, the complainant's balance of \$830.00 at Hallmark of Truesdell will reflect a zero balance via a written letter generated by the respondent. The letter reflecting zero balance will be given to the complainant before December 1, 2015.
- B. Respondent agrees that there shall be no discrimination or retaliation of any kind against Complainant or any person who assisted the Commission in the filing of this charge or in the investigation of this matter.

V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV through herein, Complainant agrees to release and forever discharge Respondent and Respondent's employees, agents, successors, insurers, and assigns from any and all claims which may be raised on account of the matters raised herein.

VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that the Respondent fails to perform the promises and representations contained herein. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this conciliation agreement. The Commission shall determine whether the Respondent has complied with the terms of this agreement. In the event that the Commission determines that the Respondent has not complied with the terms hereof, the Commission shall send written notice to the Respondent and the Respondent shall be given a reasonable time period to remedy such non-compliance.
- B. Complainant and Respondent agree that this Agreement may be used as evidence in a subsequent

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proceeding in which any of the parties allege a breach of this Agreement.

VII. REPORTING & RECORDKEEPING

Parties shall submit proof of compliance with the terms of this Agreement to:

South Carolina Human Affairs Commission
Fair Housing Division
Attention: Fair Housing Director
1026 Sumter Street, Suite 101
Columbia, SC 29201

The submitter of any documentation should include the SCHAC and HUD case numbers, which are as follows:

SCHAC No. H-2-15-013
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VIII. COMMISSION REVIEW

- A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G., the Commission may, from time to time, review compliance with this Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek the enforcement of any of the terms set forth herein.

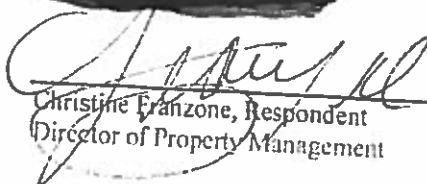
IX. EFFECTIVE DATE

This agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission.

IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.



11.17.15
(Date)


Christine Franzone, Respondent
Director of Property Management

11/2/15
(Date)

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Kathi DeWitt, Respondent
President

11/2/15
(Date)

[REDACTED]
11-20-15
(Date)

Approved on Behalf of the Commission


Raymond Buxton II, Commissioner

11-23-15
(Date)